

1846-007 Chancery Causes: David D. Spivey vs. James T. Loyd
Lee Co

CA-Contract Dispute
T-Property

To The Honorable Samuel O Fulkerson
Judge of the Circuit Court of Lee County

The Bill of complaint of David
D Spivy respectfully represents that on the
12th day of February 1852 your orator purchased
from James T Loyd a certain boundary of land
situated in Lee County on the North West side of
Station Creek and on both sides of the main road
being part of the land conveyed to said Loyd by his
father to wit all the land thus conveyed lying on
the North West side of Station Creek for which boundary
of land your orator gave the said Loyd \$462.50
and has fully paid up the purchase money and
the said Loyd executed a title bond to your
orator for said land binding himself to make
or cause to be made to your orator a good lawful
deed for said boundary of land by the 25th day
of December 1852 which title bond is herewith
filed as part of this bill marked (A) Your
orator Charges that the said Loyd, although
often requested so to do, has wholly failed and
refused to convey the said boundary of land
to your orator pursuant to his said contract
and title bond and your orator is
compelled to resort to the aid of a court
of equity for the purpose of enforcing a specific
execution of said contract upon the part of
said Loyd and your orator being without
an adequate remedy at common law for
that purpose and releivable only in a court
of equity this prayer therefore is that the said James
T Loyd be made a party Defendant to this
bill and be required to make full true and

perfect answer thereto on oath that upon
a final hearing of the cause a decree be rendered
by your Honor compelling the said James J
Loyd specifically to execute his said contract
with your orator and to convey the said
boundary of land to your orator described in
said title bond with covenants of general
warranty or that in the event of his failure
to convey as aforesaid that a Commissioner be
appointed by said decree to make said conveyance
from said Loyd to your orator and that
such other further and general relief be
extended by your Honor to your orator in
the premises as to justice and equity belongs
and is due to his case. May it please
your Honor to grant the Commonwealths
Writ of Habeas Corpus &c

Kane

(Chs to May 1860) all chs. 1149 K

David D Spivey

vs E. Bill

James T Loyd

Bill bond enclosed

1861. April Bill filed & Decm
nisi & continued

" May - Bill taken for Confd.

" June - Continued

" July - Contd, Aug Contd,

" Septm - Contd, Oct, Contd.

Nov. Dec. Continued

1862 Jan. Feb. March April Contd

May June July Aug Septm

Oct Nov Dec. Contd.

1863 Jan Feb March April May

June July Aug Septm Oct

Nov. and Dec. Continued

1864 - Continued this year

1865 Continued this year also

1866 - Jan, Feb, March - Continued

April - set for hearing by Dist,

" April Rule for costs

" 24th Dismissed for want
of security

To the Honorable, the Circuit Court of
Lee County.

The Answer of James T. Loya to a
bill of Complaint filed in this Court
against him by David D. Sperry for
Answer Thunk doth say, that on the 12th
day of February 1852 Resp^t sold to the Plff.
the tract of land in the title bond mentioned
of which an exhibit has been made by the
Plff with his bill with the exception of a
small piece of ground which was reserved.
This reservation was inserted in the said title bond
and at the foot thereof but it now appears
that the Plaintiff or his agent meditating
fraud has cut it off. But this is only one
act of his iniquity and injustice. The
following statement will make his turpitude
still more manifest.

Your Resp^t alleges that he has
long ago to wit in the year 185th fully
and substantially performed his contract with
the Plaintiff as set forth in said title
bond, in the following manner, to wit,
The Plaintiff on the day of 185th
sold to one James H. Spraul in which Wth H.
the same and identical tract of land which
Resp^t sold him and specified in the
said title bond at the time he delivered
it to the Plaintiff - The Plaintiff about
the time he sold the said land to said Jth H.
Spraul executed to him his title bond
binding himself to make or cause to be
made to the said ^{Wth H.} Spraul a good

Spraul became afterwards interested

title to the same by a certain time. When the said James N. Spraul became entitled under his contract to have a deed made to him from the Plaintiff. He demanded the same. And the Plaintiff advising the Respondent of the facts and the sale by him to said Spraul, desired and requested your Resp^t to make the deed for the land which he sold him as aforesaid to the said Sprauls.

Your Respondent consented to do ^{so} upon the condition that he the Plaintiff would deliver to him his said title bond, to which the Plaintiff consented and said he would deliver him the bond so soon as he executed and delivered the deed to the said Sprauls. And the Plaintiff at the same ^{time} remarked that the title bond as it then was contained more land than Resp^t sold to him or in other words that the reservation made by the Resp^t at the time of sale of the blacksmith shop and a piece of ground around it was omitted in the title bond. Resp^t answered and said that he believed the exception or reservation was certainly inserted in said title bond. The Plaintiff replied that the ~~was~~ reservation was proper.

Your Respondent then executed, regularly acknowledged, and delivered to the said Sprauls, ^{in pursuance of Plaintiff's request,} a good ^{and} which is herewith filed marked (V) in the presence of the Plaintiff, which deed was satisfactory and to which the Plaintiff made no objection.

Your Resp^t then demanded his title bond from the Plaintiff but instead of delivering ^{as he promised to do,} he walked off with it. And now with unblushing effrontery after violating his promise by not delivering the said bond ^{as he undertook to do,} and the commission of forgery by effacing the reservation which it contained. He assumes the bold impudence of bringing suit upon it. Conceiving himself as your Respondent supposes out of the reach of our law as he resides in Kentucky, and thus live in impunity for the commission of his crimes.

Your Respondent will make full and satisfactory proof of the facts which he states in this answer. And having now fully answered the Plaintiff's bill prays that upon a hearing his bill be dismissed with costs, and the said bond cancelled or ordered to be delivered to Respondent.

Hagan

for J. Lloyd
also Anson
David D. Spring

know all men by these presents
to that I James J. Loyd am held and
firmly bound unto David D. Spivy
in the penal some of nine
hundred & twenty five dollars for
the true payment thereof I bind
my self my heirs & administrators
firmly by these presents this the
12 day of February 1852

The condition of the above obligation
is such that if ~~the above bound~~
James J. Loyd shall make or cause to be
made unto David D. Spivy a good lawful
Deed by the twenty fifth day of Dec
one thousand eight hundred & fifty
two unto a certain tract or parcel
of land lying in the county of Lee
and State of Virginia on the North
west side of Station creek & on the
South of the old knob lying on
both sides of the old ~~main~~ Road
it being a part of the land conveyed
to me by my father to wit all
the land thus conveyed on the north
west side of Station creek.

James F. Lloyd

John. W. Spivey
Sham Handy

James Bay to
White Bay to

D. J. Perkins
June 23rd
grover

Dec 1852

De
Subpoena to Libt

five ears of Seed

Maan en de 88

PRICE, CORNER OF EXCH		NAME AND CLASS.	
Friday,	1st	Patapasco Institute, Grand Consolidated,	183 17
Sunday,	3d	Patapasco Institute,	184
Wednesday,	5th	Washington County, Patapasco Institute, Susquehanna Canal,	29 185 186
Thursday,	6th	Patapasco Institute, Carroll County,	32
Friday,	7th	Patapasco Institute, Md. Consolidated,	187 P
Saturday,	8th	Patapasco Institute, Grand Consolidated,	188 18
Sunday,	10th	Patapasco Institute, Washington County,	188 3
Tuesday,	11th	Patapasco Institute, Bel Air,	19 3
Wednesday,	12th	Patapasco Institute,	19
Thursday,	13th	Patapasco Institute, Carroll County,	19 8
Friday,	14th	Patapasco Institute, Md. Consolidated,	19 3
Saturday,	15th	Patapasco Institute, Grand Consolidated,	19 19
Sunday,	17th	Patapasco Institute, Washington County,	19 1
Monday,	18th	Patapasco Institute, Bel Air,	19 1
Tuesday,	19th	Patapasco Institute, Susquehanna Canal,	19 1
Wednesday,	20th	Patapasco Institute, Carroll County,	19 1
Thursday,	21st	Patapasco Institute, Md. Consolidated,	19 1
Friday,	22d	Patapasco Institute, Grand Consolidated,	19 1
Saturday,	24th	Patapasco Institute, Washington County,	19 1
Sunday,	25th	Patapasco Institute, Bel Air,	19 1
Monday,	26th	Patapasco Institute, Susquehanna Canal,	19 1
Tuesday,	27th	Patapasco Institute, Carroll County,	19 1
Wednesday,	28th	Patapasco Institute, Md. Consolidated,	19 1
Thursday,	29th	Patapasco Institute, Grand Consolidated,	19 1
Friday,	31st	Patapasco Institute, Washington County,	19 1

The Commonwealth of Virginia,

WE COMMAND YOU TO SUMMON

TO THE SHERIFF OF LEE COUNTY—GREETING:

James T. Loya

to appear before the Judge of the Circuit Court of Lee County, at the Court House, in the Clerk's Office, at

April Rules next, to answer *a bill in chancery*
exhibited in our said court against him
by David H. Spisay

And have then there this writ. Witness, RICHARD M. HAMBLIN, Clerk of our said Court, at the Court House,
this *26th* day of *March* 186*1*, in the *85th* year of the Commonwealth.

R. M. Hamblin clk

(5)

/K

David D. Spivy

vs { Spainchy

James T. Loyd

April Rule 1861

Executed by
Delivering an attested
office copy
to the Sept
John Parsons S. L. C.